

This Indenture, Made this Fifteenth day of November in the year of our Lord one thousand eight hundred and ninety seven between R. A. Willis and Matie Willis (wife) of Bond in the County of Douglas and State of Kansas of the first part, and Daniel H. Spencer of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Four hundred DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The South half (1/2) of the North West quarter (1/4) of the North East quarter (1/4) of Section Fourteen (14) Township Fourteen (14) Range Eighteen (18) East also Begin at the North East Corner of the North West quarter (1/4) of said Section Fourteen (14) Township Fourteen (14) Range Eighteen (18) East, thence South (59° 42') North (23) rods North (59° 42') East (23) rods to beginning 8.93 Acres in aggregate 2.52 Acres

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said R. A. Willis and Matie Willis do hereby covenant and agree that at the delivery hereof they being the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances insured in favor of Mortgagee in the sum of Four hundred Dollars

This grant is intended as a Mortgage to secure the payment of the sum of Four hundred Dollars according to the terms of One certain Note and Six Interest Coupons this day executed and delivered by the said R. A. Willis and Matie Willis to the said party of the second part: his heirs or assigns

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part executors, administrators or assigns; and out of all the moneys arising from such sales, to retain the amount then due for principal and interest, together with the costs and charges for making such sales, and the overplus, if any there be, shall be paid by the party making such sale on demand to the said R. A. Willis his heirs and assigns.

In Witness Whereof, The said parties of the first part, have hereunto set their hand and seal the day and year first above written.

Signed and delivered in presence of

R. A. Willis (SEAL.)
Matie Willis (SEAL.)
(SEAL.)
(SEAL.)

STATE OF KANSAS, }
County of Douglas } ss.

Be it Remembered, That on this 20 day of November, A. D. 1897, before me, John M. Newlin, a Notary Public in and for said County and State, came R. A. Willis and Matie Willis

to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires April 28, 1899 John M. Newlin Notary Public.
Recorded Nov 22 A. D. 1897, at 10:40 o'clock A. M.

James Broadbent Register of Deeds.

*the following is published on the original indenture -
the note herein described having been paid in full, this mortgage
is hereby released, and the lien thereby created, discharged.
As witness my hand this first day of March A. D. 1897.
May H. Spencer*

*Attest: D. H. Spencer
(Assigned See Book 35 Page 573)*

SB

*Recorded Nov. 8, 1897 -
W. B. Johnson,
Register of Deeds,
By Billie B. Johnson, Deputy.*